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In the Supreme Court of the United States

OCTOBER TERM, 1949

No. 179

UNITED STATES OF AMERICA, PETITIONER

v.

S. S. AUSTRALIA STAR ET AL.,
AND SIX OTHER PROCEEDINGS

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

The Solicitor General, on behalf of the United States, prays that a writ of certiorari issue to review the judgment of the United States Court of Appeals for the Second Circuit, entered in the above-entitled cases on February 9, 1949.

OPINIONS BELOW

The opinion of the District Court of the United States for the Southern District of New York (R. 590-604) is reported at 74 F. Supp. 145. The opinion of the United States Court of Appeals for the Second Circuit (R. 655-662) is reported at 172 F. 2d 472.

JURISDICTION

The judgment of the Court of Appeals was entered on February 9, 1949. By order of Justice Jackson, dated April 30, 1949, the time for filing a petition for a writ of certiorari was extended to and including July 8, 1949. The jurisdiction of this Court is invoked under 28 U. S. C. 1254(1).

QUESTION PRESENTED

During the war, a collision occurred between the United States-owned *S. S. Hindoo,* which was being escorted by U. S. Navy Craft. *P. C.*[1] *616,* and the *S. S. Australia Star,* owned by a British corporation, under circumstances in which the two courts below held both colliding vessels at fault for errors in navigation. The *P. C. 616* had unsuccessfully sought to advise the *Australia Star* by blinkers to keep clear of the *Hindoo,* but took no other affirmative action to prevent their collision. The collision resulted in (1) loss of the *Hindoo* and her privately owned cargo and (2) damage to the *Australia Star* and her privately owned cargo.

The principal question presented is whether the *P. C. 616*—a public vessel of the United States engaged in the exclusively military operation of escorting an American merchant ship to protect it against enemy attack—owed a duty to take positive action to prevent collision between the ship

[1] The descriptive letters, "P. C.", are used to refer to the Navy's Patrol Submarine Chasers (R. 176). See Knight, *Modern Seamanship* (11th ed.) 4.

it was escorting and a friendly vessel encountered en route, for breach of which duty the United States may be held liable under the Public Vessels Act to the cargo and merchant vessel owners.[2]

STATUTES INVOLVED

1. Sections 1, 2, and 5 of the Public Vessels Act (43 Stat. 1112, 46 U. S. C. 781, 782, 785) provide, in pertinent part:

> Section 1. A libel in personam in admiralty may be brought against the United States, or a petition impleading the United States, for damages caused by a public vessel of the United States, and for compensation for towage and salvage services, including contract salvage, rendered to a public vessel of the United States: * * *.
>
> Section 2. * * * Such suits shall be subject to and proceed in accordance with the provisions of an Act entitled "An Act authorizing suits against the United States in admiralty, suits for salvage services, and providing for the release of merchant vessels belonging to the United States from arrest and attachment in foreign jurisdictions, and for other purposes," approved March 9, 1920, or any amendment

[2] Should certiorari be granted the United States will also urge the following additional questions: (2) Whether the United States, because of its failure to surrender the value of the escorting war vessel (*P. C. 616*), in addition to that of the convoyed vessel (*Hindoo*), is precluded from limiting its liability under R. S. 4283(a); (3) Whether the owner of the *Australia Star*, a British corporation, may maintain its cross-libel under the Public Vessels Act despite its failure to allege or prove foreign reciprocity as required by Section 5 of that Act.

thereof, in so far as the same are not inconsistent herewith, * * *.

Section 5. No suit may be brought under this Act by a national of any foreign government unless it shall appear to the satisfaction of the court in which suit is brought that said government, under similar circumstances, allows nationals of the United States to sue in its courts.

2. Sections 2 and 3 of the Suits in Admiralty Act (41 Stat. 525, 46 U. S. C. 742, 743) provide, in pertinent part:

SEC. 2. In cases where if such vessel were privately owned or operated, or if such cargo were privately owned and possessed, a proceeding in admiralty could be maintained at the time of the commencement of the action herein provided for, a libel in personam may be brought against the United States * * *.

SEC. 3. Such suits shall proceed and shall be heard and determined according to the principles of law and to the rules of practice obtaining in like cases between private parties. * * *

3. Section 4283(a) of the Revised Statutes, as amended (49 Stat. 1479, 46 U. S. C. 183(a)) provides, in pertinent part:

Section 4283(a). The liability of the owner of any vessel, * * * for any loss, damage, or injury by collision, * * * shall not, * * * exceed the amount or value of the

interest of such owner in such vessel, and her freight then pending.

STATEMENT

These seven proceedings, which were consolidated for trial and appeal, arise out of a collision between the *S. S. Hindoo* and the *S. S. Australia Star* in the Caribbean Sea, on the night of September 9, 1944 (R. 606, 656). Having separated from a larger convoy, the *Hindoo,* a merchant ship owned by the United States and bound for Cartagena, Colombia, at a speed of 10 knots, was being escorted by a United States naval vessel, the *P. C. 616* (R. 181, 606-607, 656). The *P. C. 616,* whose orders were to patrol the area "in such manner as to be assured that enemy submarines are not in the waters through which [the *Hindoo*] will pass,"[3] was preceding the *Hindoo* on a zigzag course at 12 knots (R. 182, 607). The *Australia Star,* a merchant ship owned by Frederick Leyland & Co., Ltd., a British corporation, was traveling to Cristobal at a speed of 15 knots (R. 606, 656). In view of the suspected "presence of enemy underseas craft," all three vessels, in accordance with wartime security practice, were proceeding blacked out (R. 606, 656).

The *Australia Star,* being equipped with radar, learned of the presence of both the *P. C. 616* and the *Hindoo* somewhere on her starboard bow about 28 minutes before the collision (R. 279, 592, 606,

[3] See Appendix, *infra,* p. 20.

608, 656, 658). Shortly thereafter, the *P. C. 616,* which was also equipped with radar, discovered the *Australia Star's* presence, required her to identify herself, and then attempted to signal her by blinkers to keep clear of the *Hindoo* (R. 176, 609, 658). The *Australia Star,* however, was unable to grasp the entire blinker message (R. 285, 609, 658).

About 12 minutes before the impact the *Australia Star* threw on her navigation lights, including her red and green side lights and her white range lights (R. 286, 609, 656, 658-659). The radarless *Hindoo* saw, but misunderstood, the green lights during about 10 minutes preceding the collision and did not become conscious of the presence of the *Australia Star* until a minute before the collision when she switched on her own lights and went hard right (R. 607, 656, 657-658). The collision could not then be avoided, and the bow of the *Australia Star,* whose speed had at no time been decreased, rammed the *Hindoo's* port-side, causing her to sink within a few minutes and to become, with her cargo, a total loss (R. 607, 609, 611, 656). The *Australia Star* and her cargo also suffered damage (R. 612, 656).

On October 19, 1944, the United States, as owner of the *Hindoo,* filed a libel against the *Australia Star* and Leyland, her owner, alleging negligence in the navigation of the *Australia Star* and claim-

ing $300,000 in damages for loss of the *Hindoo* (R. 15-18). Leyland then filed a cross libel under the Suits in Admiralty and Public Vessels Acts[4] against the United States, as owners of both the *Hindoo* and *P. C. 616,* alleging that both Government vessels negligently contributed to the collision, and claiming $400,000 for damages to the *Australia Star* (R. 27-34). The United States also filed, as owner of the *Hindoo,* a petition for exoneration from or limitation of liability (R. 42-48). These proceedings were all instituted in the United States District Court for the Southern District of New York.

Several cargo claimants also filed suit in that court:

(1) Schwab Bros. Corp. and others, as owners of cargo on the *Hindoo,* filed a libel against the *Australia Star* and Leyland, claiming $600,000 in damages (R. 62-66). In that suit, Leyland, by petition, sought to implead the United States, under the Public Vessels Act, as owner of the *P. C. 616* (R. 77-84).

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[4] The Suits in Admiralty Act (41 Stat. 525, 46 U. S. C. 741) confers the right to sue the United States only in those situations where the United States-owned vessel "is employed as a merchant vessel" (Section 2, 46 U. S. C. 742). Where the United States-owned ship is employed as a public vessel, suit must be brought under the Public Vessels Act (43 Stat. 1112, 46 U. S. C. 781). See *The Western Maid,* 257 U. S. 419, 431; *Bradey* v. *United States,* 151 F. 2d 742 (C. A. 2), certiorari denied, 326 U. S. 795.

(2) The same cargo owners also filed a separate libel against the United States, under the Public Vessels Act, as owner of the *P. C. 616,* claiming the same $600,000 in damages (R. 121-125). The United States petitioned to implead the *Australia Star* and Leyland in this suit (R. 139-142).

(3) Wessel, Duval & Co., Inc., and several other owners of cargo on the *Hindoo,* also filed a libel against the *Australia Star* and Leyland, claiming over $26,000 in damages (R. 89-96). In this suit, too, Leyland petitioned to implead the United States, under the Public Vessels Act, as owner of the *P. C. 616* (R. 109-116).

(4) Siemens Bros. and others, owners of cargo on the *Australia Star,* filed a libel against the United States, under the Public Vessels Act, as owner of the *P. C. 616* (R. 150-154).

After answers and impleading petitions were filed (R. 1-13), all seven proceedings were consolidated for purposes of trial (R. 160). At the conclusion of the trial, the district court held the *Hindoo* at fault for failure to see the lights of the *Australia Star* in time to take action to avert the collision,[5] and the *Australia Star* at fault for not getting more information by use of its radar after its navigation lights were turned on (R. 591-

[5] No question is raised or presented concerning the findings below as to the government-owned *Hindoo's* negligence.

599). It exonerated the *P. C. 616*, finding that (1) she gave no order which caused or contributed to the collision; (2) neither of the colliding vessels was induced to navigate less carefully by the presence of the *P. C. 616;* (3) the presence and actions of the *P. C. 616* put the *Australia Star* in no worse position than if the *P. C. 616* were not there at all; (4) the *P. C. 616's* conduct was not a proximate cause of the collision and (5) her failure to ring a warning bell, or take any other affirmative precaution to avoid the accident, was not such negligence as the *Australia Star* or the *Hindoo's* cargo owners could complain of (R. 599-604; 611, 612). The district court also granted the petition of the United States for limitation of its liability to the value of the pending freight and other earnings of the *Hindoo* (R. 613-617). The *Australia Star* and *Hindoo* were directed to divide damages and the cargo claims were ordered disposed of accordingly (R. 604).

The Court of Appeals affirmed the holdings as to the negligence of both the *Hindoo* and *Australia Star,* but reversed as to the *P. C. 616's* exoneration from liability. It held that the failure of the *P. C. 616's* commanding officer "to signal the *Hindoo* or to give warning to the *Australia Star* . . . [constituted] . . . negligence for which the *P. C. 616* should be held accountable [under the Public Vessels Act] not only to the

Hindoo, but to the *Australia Star* . . ." (R. 662). The court did not, however, overturn the district court's findings numbered (1), (2), and (3) above. The Court of Appeals also reversed the district court's granting of limitation of liability to the value of the *Hindoo's* freight and ordered, in view of its holding that the *P. C. 616* was also negligent, that the "owner of the *Australia Star* should bear one-third of the liability and the United States two-thirds, without limitation of liability" (R. 662). With respect to the cross-libel filed by the British owner of the *Australia Star,* the court below ruled that Leyland's failure to prove "international reciprocity" as required by Section 5 of the Public Vessels Act, does not bar its suit against the *P. C. 616* under the Public Vessels Act (R. 662).

REASONS FOR GRANTING THE WRIT

The decision below, making the United States the supervisor of the proper navigation in wartime not only of all vessels escorted, but also of all vessels encountering them, is, we believe, of such far-reaching importance as to require review by this Court. To meet the menace to our merchant marine of enemy attacks, the United States during the late war adopted the policy of providing armed escort vessels to furnish protection to convoys of merchant vessels. This was a wartime operation, exclusively military in character, whose sole purpose was to meet and defeat the enemies' submarine and air

offensive.[6] The court below, citing this Court's decision in *Canadian Aviator, Ltd.* v. *United States,* 324 U. S. 215, has now held that the United States has accepted liability, not only for damages caused by the faulty navigation or operation of a public vessel while engaged in military escort operations, but also for failure of the officers of such escort vessel to supervise with a high degree of care the navigation of the escorted merchant vessels so as to prevent collision between them and any other vessels they may meet.

We submit that there is nothing in the *Canadian Aviator* case nor in the Public Vessels Act which justifies a holding that, in the carrying out of its wartime military operations, the United States has assumed an obligation to exercise care to protect third persons from the navigational faults of other vessels and to respond in damages for a failure so to do, especially in military relationships

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[6] In World War II, the Navy escorted vessels and cargoes valued at billions of dollars. Over the North and Mid-Atlantic alone, during the years 1942 to 1945, 8,000 Navy vessels escorted nearly 50,000 ships. In addition to losses caused by enemy action, heavy losses resulted from collisions because vessels in convoy, in order to avoid detection by the enemy, operated blacked-out, using no navigation lights, navigated in close proximity to each other and at much higher speeds than would be customary in peacetime. In many of these cases, it would be possible (assuming that a duty of supervision existed) to discover that wartime-trained naval personnel on the naval escorts were negligent in some aspect or did not, in every case, take all possible affirmative steps to prevent a collision between two other vessels. The same would undoubtedly be true if escorting were ever undertaken again, unless far-reaching, burdensome and detrimental changes were made in convoy and escort practices and procedures.

like those here involved which could not exist between private parties.

1. In *Canadian Aviator,* this Court held that the public vessel while not colliding with the *Cavelier,* the damaged vessel, was in effect the physical agent which damaged the *Cavelier* by piloting and indeed practically towing it upon a submerged wreck, 324 U. S. 215, 229.[7] In defining the jurisdictional reach of the Act, the Court stated that it "extends to cases where the negligence of the personnel of a public vessel in the operation of the vessel causes damage to other ships, their cargoes, and personnel, regardless of physical contact between the two ships," but at the same time it was expressly recognized that the Public Vessels Act basically conditions maintenance of suit upon a showing that the "principles of admiralty law [would] impose liability on private parties" (324 U. S. 215, 224-225).

In admiralty, as at common law, an action predicated upon negligence may be maintained only where (1) a duty to exercise care is imposed by law in favor of the person who has suffered damages; (2) there has been a negligent failure to perform that duty; and (3) the damages ensuing were

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[7] The Reply Brief for Petitioner in the *Canadian Aviator* case (No. 279, Oct. Term, 1944) stated that "the fact remains that the *YP 249* [the public vessel], a legal entity in the admiralty, physically, by her own movements, led the *Cavelier* into collision with the submerged wreck and therby 'caused' the damage in suit" (p. 2).

proximately caused by that negligent failure. *Owners of Brig. James Gray* v. *Owners of Ship John Fraser,* 21 How. 184, 194; *Sturgis* v. *Boyer,* 24 How. 110, 124; *The Morning Light,* 2 Wall. 550, 560; *The Pleiades,* 9 F. 2d 804 (C. A. 2), certiorari denied, 270 U. S. 662; *The Perseverance,* 63 F. 2d 788 (C. A. 2), certiorari denied, 289 U. S. 744. See *Heald* v. *Milburn,* 125 F. 2d 8, 11 (C. A. 7), certiorari denied, 316 U. S. 681; cf. *Desroschers* v. *United States,* 105 F. 2d 919 (C. A. 2), certiorari denied, 308 U. S. 519.

In the instant case, there was a complete absence of legal duty as well as of proximate causation. The sole duty assumed by the *P. C. 616,* and the only reason for its presence, was the military obligation to protect the *Hindoo* from enemy attack. The "Escort Group Standard Sortie Order" issued to the *P. C. 616* (reprinted in the Appendix, *infra,* p. 20) simply directed it to patrol the area so "as to be assured that enemy submarines are not in the waters through which the vessels of the convoy will pass." The Chief of Naval Operations has stated, as the general principle of convoy operations, that "the purpose of the presence of the naval escort was to afford military protection and defense against enemy action—to provide military security," that "In instituting the convoy system, the Navy Department did not contemplate that the naval escorts would assume any responsibility for the navigation of the merchant vessels or

incur any legal liabilities arising out of the failure of such vessels to navigate safely or to avoid collision," and that "the naval escort did not, in any manner, assume liability to or responsibility for the navigation of or for the handling of the escorted vessels."[8] Thus, to the *Hindoo* the *P. C. 616* owed only the military duty of protecting and warning her against danger from the enemy.[9] With respect to the *Australia Star,* as pointed out by the district court, the escort owed "no duty but that of observing the Rules of Navigation" (R. 603).

Liability was not imposed by the court below for any failure to perform either of these duties, but rather because, in its opinion, the *P. C. 616,* on the

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[8] Communication from the Chief of Naval Operations to the Judge Advocate General of the Navy, dated March 10, 1949, Subject: "Convoy Procedure."

In order to make the escort's duty as explicit as possible the Navy's "Routing and Reporting Instructions, 1948" (R. A. R. I.) now contains the following statement with respect to the relationship between a naval escort and the escorted vessel: "The purpose of the presence of the escort is to afford military protection and defense against enemy action. The escort's functions are to provide military security. The escort does not, in any manner, assume liability to or responsibility for the navigation of or the conduct of the escorted vessels."

[9] The court below placed the wrong emphasis on the general testimony of the escort commander that "It was my duty to do what in my judgment would safeguard the *Hindoo,*" and that he had authority to give an emergency wartime order to any Allied merchant vessel (R. 660, 224). His only specific instructions concerned "conduct of a convoy with respect to maneuvering the ship to protect the convoy from enemy action" (R. 181), and in the light of this fact, as well as of the official Navy policy outlined above, these general statements on cross-examination, overly stressed by the Court of Appeals, can mean no more than that the *P. C. 616* had full authority to accomplish its military mission of protecting the convoyed vessel from attack.

basis of the information available to it, should have taken more positive steps to supervise the navigation not alone of the escorted *Hindoo,* but also of the *Australia Star,* and to warn both of them of the imminence of collision with each other. It follows, however, from the legal relationships of the vessels, that even if the *P. C. 616* had full realization that only action on its part could avert a collision, still it was under no legal duty to take affirmative action to direct and supervise the navigation of either the *Australia Star* or the *Hindoo.* Cf. *C. & O. R. Co.* v. *Mihas,* 280 U. S. 102; Restatement, Torts, Section 314. The conduct of the *P. C. 616* can no more be considered as negligence than could the failure of the operator of a loudspeaker-equipped sound truck to notify two other motorists that they might collide be deemed want of due care. The failure on the part of the naval personnel aboard the *P. C. 616* to give more positive warnings and supervise the navigation of the merchant vessels constituted no breach of naval regulations, and *a fortiori* involved no violation of a litigable duty imposed by law in favor of the third parties who seek damages here. Accordingly, under the principles of the *Canadian Aviator* case, there does not exist the type of liability giving rise to a cause of action so as to fall within the jurisdiction conferred by the Public Vessels Act.[10]

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[10] The trial court's decision in *The Sobieski,* 81 Lloyds List L. R. 51, relied upon by the court below as "closely in point"

This conclusion that liability cannot be imposed on the *P. C. 616* is reinforced by the undisputed fact that that vessel took no action which affected the collision in any way. The district court found that (1) the *P. C. 616* gave no orders which caused or contributed to the collision between the *Hindoo* and the *Australia Star;* (2) neither of the two merchant ships was induced by the presence of the *P. C. 616* to navigate less carefully; (3) the presence and actions of the *P. C. 616* put the *Australia Star* in no worse position than if the *P. C. 616* was not there at all; (4) and that the *P. C. 616's* conduct was not a proximate cause of the collision (R. 611).[11] As stated by the district court, "there is

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(R. 660), was reversed by the British Court of Appeal on a ground not pertinent here. 82 Lloyds List L. R. 370. On the point involved in this case, the *Sobieski* is clearly distinguishable since the escort commander testified that he had expressly informed the convoyed ship that he would inform it "in the event of unexpected dangers * * * as I had radar and navigational aids with which he was not fitted," and the Court of Appeal held only that the naval officer "had a duty * * * to exercise reasonable care in the performance of *the task which he had undertaken to perform,* namely, to inform the master of any expected dangers to his ship, which he could detect by his radar but of which the master remained ignorant in the fog." 82 Lloyds List L. R. 376, 381. [Italics supplied.] The Court of Appeal's reversal was placed on the ground that the Maritime Conventions Act, 1911 (providing for divided damages in collision cases) did not apply, and that the negligence of the escort commander was a common-law tort, for which the owners of the *Sobieski,* which itself was negligent, could not recover because of the common law rule as to contributory negligence.

[11] The court below did not overturn any of these findings. It did hold, however, that the failure of the escort commander to take more affirmative action "contributed to the disaster" (R. 660), and this may be taken as reversing Judge Rifkind's ultimate finding of lack of proximate cause.

no contention that the *P. C. 616* did anything to cause the accident" (R. 599). Moreover, the master of the *Australia Star* testified that even if the *P. C. 616* had issued a direct order to him, he would, before even making any attempts to comply, have made an independent determination as to the advisability of complying.[12]

2. Even if the commander of the *P. C. 616* breached his military orders in failing to take sufficient action to prevent the accident, there can be no recovery under the Public Vessels Act.[13] As we have pointed out (*supra*, pp. 12-13), that Act was designed to supplement and amend the Suits in Admiralty Act so as "to impose on the United States the same liability * * * as is imposed by the admiralty law on the private shipowner." *Canadian Aviator, Ltd.* v. *United States*, 324 U. S. 215, 228. The United States consented to be sued for the maritime torts of its public vessels in the same manner and to the same extent that it had theretofore consented to suit for the maritime

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[12] The master of the *Australia Star*, in response to a question as to what he would have done "upon receiving orders from the escort" testified that "* * * you can't just act because somebody asks you to do something else, you just got to wait and see, weigh it up a couple of minutes" (R. 347).

[13] See *King* v. *Anthony*, Can. Sup. Ct. 569 (1946), where the Supreme Court of Canada in construing a statute similar to our Federal Tort Claims Act, held that the failure of a sergeant to restrain a private from shooting at, and damaging, a privately owned barn, while constituting a breach of military regulations, was not actionable under the Canadian statute.

torts of its merchant vessels. *State of Maine* v. *United States,* 45 F. Supp. 35, 37 (D. Maine), affirmed, 134 F. 2d 574 (C. A. 1), certiorari denied, 319 U. S. 772. The Public Vessels Act provides that a libel *in personam* in admiralty may be brought against the United States for damages caused by a public vessel of the United States, and that such suits shall be subject to and proceed in accordance with the provisions of the Suits in Admiralty Act. That Act, *supra,* p. 4, in turn, provides: "Such suits shall proceed and shall be heard and determined according to the principles of law and to the rules of practice obtaining in like cases between private parties."

It is, therefore, clear that the United States in the Public Vessels Act, while subjecting itself to suit, did not create new and independent causes of action against itself for breach of public duties markedly different from those imposed upon private vessels. It was only for causes of action such as might exist between private parties that the United States assumed liability. And since military obligations are unique to Government service, no liability was assumed for their breach.

This result is likewise required by the traditional and uniform treatment of claims against the United States arising out of combat activities. Prior to the decision below, attempts to burden the Government with losses incident to military operations

had been consistently rejected.[14] *Respublica* v. *Sparhawk*, 1 Dall. 357; *United States* v. *Pacific Railroad*, 120 U. S. 227, 234; *Hijo* v. *United States*, 194 U. S. 315; *Herrara* v. *United States*, 222 U. S. 558; *Juragua Iron Co.* v. *United States*, 212 U. S. 297; *Perrin* v. *United States*, 4 C. Cls. 543, 12 Wall. 315; accord: Nielsen, *American-Turkish Claims Settlement, Opinions & Report*, p. 23 (1937); see 5 Hackworth, *Digest of International Law*, p. 687; cf. *Lichter* v. *United States*, 334 U. S. 742. Nothing in the legislative history of the Public Vessels Act justifies a different result, and such losses may not, we submit, be considered actionable in suits under that Act. This view conforms to recent congressional affirmation, in the Tort Claims Act, of the well-established policy of excluding war losses from suit out of abundant caution. That Act specifically excepts "any claim arising out of the combatant activities of the military or naval forces * * * during time of war" (28 U. S. C. 2680).

CONCLUSION

For the foregoing reasons, it is respectfully submitted that this petition should be granted.

PHILIP B. PERLMAN,
Solicitor General.

JULY, 1949.

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[14] A naval escort protecting its convoy from enemy submarines is clearly engaging in warlike operations. See *Attorney General* v. *Ard Coasters*, 2 A. C. 141, 151 (1921); 2 Oppenheim, *International Law* (6th ed., Lauterpacht, 1940) 716.

APPENDIX

Escort Group Standard Sortie Order

1. Escort groups of convoys sailing from Gtmo., shall get underway in such time as to permit the last escort to stand out of the gates one-half (½) hour prior to the time specified for the convoy to depart. The time of departure of convoys is shown on the Port Director's SECRET form subject, "Routing Instructions" a copy of which is furnished each escort.

2. Upon clearing the harbor net defenses, the Escort Commander will dispose his forces so as to provide protection to the vessels of the convey upon its sortie.

3. After escort vessels have been assigned stations they shall patrol their areas in such manner as to be assured that enemy submarines are not in the waters through which the vessels of the convoy will pass. In the event that a contact is made the vessel making it will attack and the adjoining escorts assisting only if necessary. Care must be taken by escort units not to leave their group. Every contact shall be attacked by dropping charges in accordance with existing doctrine. Even on doubtful contacts one or two charges will be dropped.

4. After the convoy has cleared the harbor escort vessels will take assigned stations and proceed with the convoy.

(S.) E. F. JENKINS,
Lieut., Comdr., U.S.N.R.
Operations Officer.

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